

# **Exhibit A**

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NASSAU

X

Eric Taubman, William Mayer  
and First National Land Development  
Company of New York, LLC.

Plaintiffs

-Against -

Zohar Cohen, a.k.a. Zohar Abikzer, a.k.a.  
Zohar Abikzer Cohen, Cohen Braffit Estate  
Development, LLC, Thomas Williams and  
Braffits Mountain Liquidation Unit, LLC

Defendants

X

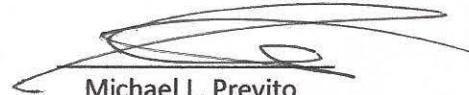
**SUMMONS WITH NOTICE**

Plaintiff Resides at: 35 Wheatley Rd  
Old Westbury, NY 11568

To the above named Defendants:

**YOU ARE HEREBY SUMMONED** To serve a Notice of Appearance on the Plaintiff's Attorney within Twenty (20) days after the service of this summons, exclusive of the day of service ( or within thirty (30) days after the service is complete if this summons is not personally delivered to you within the state of New York), and in case of your failure to appear judgment will be taken against you by default for the relief demanded in the notice set forth below.

Dated August 15, 2015



Michael L. Previto  
Attorney for Plaintiff  
6 Lyndon Lane  
S. Setauket, N.Y. 11720  
631-379-0837

The relief sought is a Judgment in the amount of \$4,812,000.00 in favor of the Plaintiffs against the defendants in this action. The nature of any ancillary relief requested is attached in the complaint.

To: Zohar Cohan, a.k.a. Zohar Abikzer  
a.k.a Zohar Abikzer Cohen  
29 Dolson Road  
Monsey, New York 10952

To: Cohen-Braffits Estate Development, LLC  
721 Fifth Avenue  
New York, N.Y. 10022

To : Braffits Mountain Liquidation Unit ,LLC  
35 Wheatley Road  
Old Westbury, New York 11568

To: Thomas Williams, Esq.  
220 Franklin Turnpike  
Mahwah, N.J. 07430

**SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NASSAU**

-----X

Eric Taubman, William Mayer, and  
First National Land Development Company of  
New York, LLC,

Index no.

Plaintiffs,  
-against-

**VERIFIED COMPLAINT**

Zohar Cohen, a/k/a Zohar Abikzer, a/k/a Zohar Abikzer  
Cohen, Cohen Braffits Estate Development, LLC.,  
Thomas Williams, Esq., and Braffits Mountain  
Liquidation Unit, LLC,

Defendants.

-----X

Plaintiffs by its attorney Michael L. Previto, as and for its Verified Complaint, respectfully  
alleges as follows:

1. Plaintiff Eric Taubman is an individual residing at 35 Wheatley Road, Old Westbury, in the County of Nassau, State of New York.
2. Plaintiff William Mayer is an individual residing at 149-30 83rd Street, Howard Beach, in the County of Queens, State of New York.
3. Plaintiff First National Land Development Company of New York, LLC., hereinafter sometimes referred to as FNLDC, is a New York Company having an office located at 31 Wheatley Road, Old Westbury, N.Y. and is owned by Plaintiffs Mayer and Taubman.
4. Upon information and belief defendant Zohar Cohen, a/k/a Zohar Abikzer, a/k/a Zohar Abikzer Cohen (hereafter referred to as Cohen) is an individual who resides in the State of New York having an address located at 29 Dolson Road, Monsey, New York 10952 and also does business at 721 Fifth Avenue, New York, NY 10022.
5. Upon information and belief the defendant Thomas Williams, Esq., is an Attorney at Law having offices located at 220 Franklin Turnpike, Mahwah, New Jersey 07430, and office located at 16 Chestnut Street, Suffern, NY 10901.
6. Defendant Cohen Braffits Estate Development, LLC., hereafter sometimes referred to as CBED, is a New York Limited Liability Company that maintains an office located at 721 Fifth Avenue, New York, NY and is owned by defendant Cohen.

7. Defendant Braffits Mountain Liquidation Unit, LLC., hereafter sometimes referred to as BMLU, is a New York Company equally owned by the plaintiff's Company FNLDC and the defendant's Company CBED.
8. Plaintiffs Mayer and Taubman and defendant Cohen are contracted joint owners of the Braffits Liquidation Unit, LLC (BMLU) formed for the purpose of purchasing, owning and holding that piece of distressed property currently held by the United States Bankruptcy court in the State of Utah, now hereafter referred to as the Braffits Mountain Property.
9. Upon information and belief, prior to the plaintiff's involvement with defendant Cohen and the Braffits Mountain Property, it was alleged in a New York Supreme court action, RMB Properties vs Zohar Cohen., the formation of Braffits Estates Development, LLC and its purchase of the interest, rights, and ownership of the Braffits Mountain Property. The defendant Cohen solicited and induced one RMB Properties to fund the defendant the sum total amount of \$120,000. This inducement was fraudulent.
10. On or about March 4, 2013, a company called Kennedy Funding, Inc., a New Jersey corporation, entered into a Note and Mortgage Purchase and Sale Agreement with defendant Cohen Braffits Estates Development, LLC, (CBED), an entity formed by defendant Cohen on information and belief using the funds wrongfully taken from RBM. Neither Plaintiff nor Plaintiff's principal was a member of Cohen Braffits Estates Development, LLC.
11. Cohen did not use RMB's \$120,000 in accordance with the original deal that had been discussed with defendant Cohen by RBM, and RBM sought Judgment for the return of the \$120,000, with interest, asserting causes of action for quasi contract (unjust enrichment), conversion, breach of fiduciary duty, violation of Judiciary Law § 487 and injunctive relief.
12. Thereafter defendant Cohen approached plaintiff's Mayer and Taubman to purchase a certain note and interest in the Braffits Mountain Property. The parties discussed the purchase, and formed an entity named the Braffits Mountain Liquidation Unit LLC, (BMLU), to purchase the note from defendant Cohen's company CBED. Defendant Cohen did not disclose the prior transaction or impending lawsuit with Plaintiffs Mayer and Taubman.
13. The Plaintiffs Mayer and Taubman then entered into a signed agreement with defendant Cohen for the purchase and ownership of fifty percent equal share of the Braffits Mountain Property.

14. Defendant Cohen assigned all of his rights, title, and interest in the Braffits Mountain Property to the Braffits Mountain Liquidation Unit, LLC, (BMLU), in an "Assignment of Real Estate Contract and Sale Agreement." As a result, plaintiff's company FNLDC and the defendant's company CBED are fifty percent owners of BMLU including fifty percent ownership of all holding.

15. Defendant Cohen thereafter breached the contract.

**AS AND FOR THE FIRST CAUSE OF ACTION**

16. Plaintiff repeats and re alleges each and every allegation hereinabove as if fully set forth herein.

17. Plaintiffs, in good faith and with contemplation of commencement of a deal duly funded the defendants as follows: Payments of approximately \$750,000.00 were to be made to along with a conveyance of properties located and commonly known as 1030 Woodycrest , Bronx, New York , 828 Cortland Bronx, New York and 1535 Taylor, Bronx New York, to the Hudson Valley Resort Spa in Kerhonkson, New York, and the Braffits Mountain Property in Iron County, UT as conveyed to the defendants. Said Properties was valued at 15,820,000.00.

18. As a result of the defendant's conduct, defendants have been unjustly enriched, and Plaintiff is entitled to recover, under the doctrines of unjust enrichment and quasi contract, the amount of \$15,820,000.00 together with prejudgment interest, attorney's fees, expenses, costs and disbursements.

19. Plaintiff's have been damaged in the amount of 15,820,000.00 of which nothing has been paid.

**AS AND FOR THE SECOND CAUSE OF ACTION**

20. Plaintiffs repeat, reiterate, and re allege the foregoing allegations as if fully stated herein.

21. That the defendants never lived up to their agreements and as such breached the contract between the Parties. As a result the Plaintiffs demand specific performance of the contracts awarding one half ownership of the defendant's company Cohen Braffits Estate Development, LLC., and also be declared one half owner of the Braffits Mountain Property located in Utah which is presently held in abeyance by a chapter Eleven Bankruptcy.

**AS AND FOR THE THIRD CAUSE OF ACTION**

22. Plaintiffs repeat, reiterate, and reallege the foregoing as if fully stated herein.
23. That Plaintiffs seek a Declaratory Judgment confirming their contractual rights to the promissory note as per the signed contracts granting them jointly and severally one half ownership of the purchased note and all rights, interest and benefits derived from said ownership.
24. That the declaratory relief requested will 1. Confirm the Plaintiff's and Defendant's fifty percent ownership of BMLU through their respective company's, FNLDC and BBDE, and 2. Confirm the Plaintiff's claims and rights under the signed contracts with the defendant of certain property located in Utah known as the Braffits Mountain Property.
25. That Plaintiffs be granted full rights and participation in the Chapter 11 Bankruptcy proceeding presently pending in Utah with the assistance of a receiver if necessary.
26. That in addition to this relief that Plaintiffs be awarded all reasonable legal fees and costs incurred in the prosecution of this action

**AS AND FOR THE FOURTH CAUSE OF ACTION**

27. Plaintiff repeats and re alleges each and every allegation hereinabove as if fully set forth herein.
28. The parties entered into a series of contracts whereby the defendants, jointly and severally were to pay off a tax lien on the distressed property and in general administer the rights of all parties with respect to expenses, costs and disbursements in the appearance and representation of all parties in the United States Bankruptcy Court in The State of Utah. This was part of the Contract whereby FNLDC was to receive half ownership of the Bronx properties and half ownership of the Hudson Valley Resort Spa where the defendants received all sums called for in the contracts.
29. Instead the defendant Cohen diverted the funds due the Braffits, paid only a small percentage of the back tax and thereafter refused to take any action with respect to the proper representation of the parties in said proceeding.

30. That furthermore the defendant Cohen either alone or in concert with others conspired to convert the Properties in New York commonly known as 1030 Woodycrest Bronx, New York, 1535 Taylor, Bronx, New York and 828 Cortland, Bronx New York to his own use, and as such liquidated said properties.
31. Said liquidation was without authority in the Contract and violated the terms and conditions of said contract and the laws of the state of New York, and the United States of America.
32. As such the defendant Cohen and his corporations are guilty of unlawful conversion and have damaged the Plaintiffs in the amount of at least 3 million dollars plus 6 million in punitive damages.

**AS AND FOR THE FIFTH CAUSE OF ACTION**

33. Plaintiff repeats and realleges each and every allegation hereinabove as if fully set forth herein.
34. The defendants jointly and severally are guilty of Breach of Contract.
35. Plaintiff has been damaged in the amount of at least 15,000,000.00 representing one half of the expected profits of the Utah land.

**AS AND FOR THE SIXTH CAUSE OF ACTION**

36. Plaintiff repeats and realleges each and every allegation herein above as if fully set forth herein.
37. Thomas Williams is an Attorney duly admitted to practice law before the courts of New Jersey and New York and upon information and belief has a place of business located at 220 Franklin Turnpike, Mahwah, New Jersey, and at 16 Chestnut Street, Suffern, NY 10901.
38. In the Spring and summer of 2013 the defendant Williams acted as Attorney for defendant Cohen as well as for the Plaintiffs and their corporations.
39. That at the time Plaintiff Mayer along with one Inez Baron attended a meeting in April of 2013 with defendants Cohen and Williams. Mayer relied on the defendant William's advice and integrity as an Attorney in deciding whether to go forward with the transaction. That Defendants Zohar and Williams acting in concert advised the Plaintiff Mayer and subsequently Plaintiff Taubman that they were in control of Hudson Valley Resort and Spa

(HVRS) and that the Plaintiff's through FNLDC were 50% operating owners. In addition they supplied the Plaintiff with "spread sheets" showing the cash flow of HVRS and represented to them that upon receipt of \$225,000.00 they would be half owners of the Braffits Mountain Property. As such they fraudulently induced Plaintiff's to pay the \$225,000.00.

40. That at the behest of Cohen, Williams at a meeting in April 2013 showed the Plaintiff Mayer and one Inez Baron various documents that purported to show the relative safety of their investment, including a chart that represented that income from HVRS property would be more than enough to sustain the money required to continue the investment in the Braffit's project. Defendant Cohen, in front of Williams showed Plaintiff Mayer and Inez Baron copies of checks in the name of the Cohen Trust Fund for the amounts of 3 million and 6 million dollars.
41. Defendant Cohen, in front of Williams, represented he would have the resources to complete the deal after the \$225,000. 00 was paid using his family's "Cohen Trust Fund", if any problems arose. That further, " Profit and Loss" statements purporting to show the bright prospects of the HVHS were sent to Plaintiffs Mayer and Taubman, and one Kinan Nimeh, to further induce Plaintiff Mayer to mortgage his home and invest the sums requested. These documents were fraudulent, as well as Cohen's purported wealth, and Williams Knew it.
42. Further, the actions of defendant Williams in advising Plaintiff's induced the plaintiff Mayer to pay this money. Thereafter Williams sent an e-mail confirming these misrepresentations.
43. After the transaction, Plaintiff Mayer hired his own attorney, Andrew L. Jaloza, Esq., who attempted to obtain the status of the entities that were represented by Cohen and Williams to be profitable and thereby securing the funds Mayer sent, but was unsuccessful.
44. It was later found out that plaintiffs Mayer and Taubman had been deceived and that the properties were not generating sufficient income. That as a result the defendants fraudulently induced Mayer to send additional monies which were in fact never used for the purpose intended. It is now believed the " Cohen Family Trust Fund " never existed.
45. That as a result of the foregoing defendant Williams, Esq., acting in concert and in conspiracy with Cohen, fraudulently induced the " investment" of Plaintiff's money.

46. As a result of the foregoing the defendant Williams, Esq., is guilty of misrepresentation and fraud and has damaged the Plaintiffs in the amount of 350,000.00 plus interests costs and Attorney fees.

**AS AND FOR A SEVENTH CAUSE OF ACTION**

47. Plaintiffs repeat, reiterate and re alleges the foregoing allegation as if fully stated herein.  
48. Defendant Williams owed a duty to Plaintiffs of candor and truthfulness as well as a duty to properly investigate the facts he was asked to propound to the proposed investors. In failing to properly investigate and accurately report the true financial picture of the situation in order to allow the Plaintiffs to make a properly informed decision, the defendant Williams, Esq., is guilty of negligence and legal malpractice and has damaged the Plaintiffs in the amount of \$350,000.00 plus interest due and owing since April 13 2013.

**AS AND FOR AN EIGHTH CAUSE OF ACTION**

49. Plaintiff repeats, reiterates and re alleges the foregoing as if fully stated herein.  
50. That Cohen acting in concert with Williams, fraudulently induced the Plaintiff Mayer to apply for and procure a mortgage on his own premises, in an amount in excess of \$224,000 which was represented by Cohen and Williams to be used as further investment in the above described transactions.  
51. That in addition to the conduct alleged hereinabove Plaintiff Mayer was threatened with losing his investment to date unless he complied.  
52. As a result of the foregoing, Plaintiff was damaged in the amount of \$224,000 plus all interest and penalties as a result therein.

**AS AND FOR A NINTH CAUSE OF ACTION**

53. Plaintiff repeats and realleges the foregoing allegations as if fully stated herein.  
54. The defendant Zohar Cohen has over the past several years embarked on a scheme to defraud and embezzle a variety of persons and corporations, the plaintiffs have subsequently come to

know of three other investors who were swindled out of their investments in addition to the parties in this action.

55. That Defendant Cohen's actions, sustained and continuing, have now become a scheme designed as a continuing pattern of racketeering to deprive innocent people of their property and livelihood. In addition to Plaintiff's and RMG it is known he further induced one Harvey Weinstein to invest over 120,000.00 which was never returned or accounted for.
56. That the acts and occurrences that comprise this scheme have all been related to Real Property in this state and other states, in a pattern of fraudulent representations to people, companies and financial institutions.
57. That the damages alleged hereunder are but a part of the entire activity and as a result we request a forfeiture of all property rights that were obtained based upon this fraudulent enterprise.
58. As such it is requested that the Plaintiffs be awarded punitive damages in the amount of 15,000,000.00 plus interest.

#### **AS AND FOR AN TENTH CAUSE OF ACTION**

59. Plaintiff repeats, reiterates, and re alleges the foregoing as if fully stated herein.
60. Both defendants Cohen and Williams, Esq., have agreed and confirmed in writing and through plaintiffs Mayer's attorney , Andrew L. Jaloza, Esq., that upon the settlement of the Kennedy Funding, Inc. lien on the Braffits Mountain Property, that Cohen will "immediately" forward Plaintiff Mayer \$300,000.
61. Upon information and belief the Kennedy Funding, Inc. lien was settled some time in January of 2014. Defendant Cohen did not inform the Plaintiffs of the lien settlement nor did they forward the money to the Plaintiffs or to the Plaintiff's company FNLDC.
62. Defendants Cohen and Williams, Esq., continue not to communicate with the Plaintiffs stating that we are "minority members," and not entitled to information. Plaintiff's attorney Andrew L. Jaloza, Esq., has not been successful obtaining any information on the Plaintiffs investments from both defendants. That as a result the Plaintiff's herein have been "shut out" of the transactions for which they contracted and paid money for.

63. Plaintiffs demand immediate payment of \$300,000 now due and owing as per confirmed agreements.

**AS AND FOR A ELEVENTH CAUSE OF ACTION**

64. Plaintiff's repeat reiterate and reallege the foregoing allegations as if fully stated herein.
65. That at all times the defendant's Cohen Braffits Estates Development, LLC and Zohar Cohen were under a duty to protect and properly administer Plaintiff's rights in a Bankruptcy case Entitled Braffits Creek Estates , L.L.C. in a Chapter 11 Bankruptcy proceeding docketed in the United States bankruptcy Court, Nevada District under case number BK-S-12-19780.
66. That after obtaining the monies alleged above the defendants Cohen Braffits Estates and Zohar Cohen failed to Protect Plaintiff's rights in that proceeding which had to do with the administration under a chapter 11 plan which included the paying of Court and United States Trustee fee, the payments it agreed to pay to Debtor's Counsel , the failure to submit operating reports as required by the Court and it's local rules, and failed to abide by the confirmation order and other orders of that Court.
67. Further, the Defendants have not established and funded a liquidation trust as required by Order of the bankruptcy Court.
68. These defaults are considered " material " to the confirmation proceeding and the defendants have failed to take the proper action to protect its investors, the plaintiffs in its stake in the properties presently held by the bankruptcy court.
69. As a result of the foregoing the defendants through their consistent failure to properly administer the Plan they themselves put forth and had confirmed have forced the United States Trustee to move that court to convert the chapter 11 filing to a Chapter 7, which has jeopardized the Plaintiff's ability to protect their interests in the Bankruptcy Court.
70. As a result of the Foregoing the Plaintiff seek a temporary and then a permanent injunction against the defendants Cohen Braffits Estates Development, LLC and Zohar Cohen from impeding or interfering with Plaintiff's actions in entering the United States Bankruptcy Court and asserting their rights and curing the defaults brought about by Zohar Cohen and Cohen Braffits Estates Development, LLC and furthermore in participating in and helping bring about the proper administration of the bankruptcy Estate.

71. That the plaintiffs be appointed as Receiver of the Entity known as Cohen Braffits Development Estate, LLC. with full rights to administer actions of the Company, or in the alternative to this court appoint a receiver to carry out these duties and to protect the Plaintiffs and their rights.

**WHEREFORE**, for the foregoing reasons, Plaintiff demands judgment against Defendants as follows:

- (i) A declaratory Judgment awarding Plaintiff's full rights in the Braffit Properrty.
- (ii) The recovery of 15,820,000.00 from the defendants Cohen and Cohen Braffits Estate Development, LLC., and such other related companies as may exist,
- (iii) The recovery of \$ 350,000.00 from the defendant Williams, along with compensatory damages with respect to the malpractice cause of action.
- (iv) Awarding Plaintiff costs, disbursements and attorneys' fees associated with this action,
- (v) That Plaintiffs be appointed Receiver for the Cohen Braffits Estates Development, LLC., and that the defendants be enjoined from any interference of Plaintiff's actions and duties in carrying out the proper administration of the defendant Cohen Braffits Estate Development, LLC.,
- (vi) Immediate payment of Kennedy Funding lien agreement of \$300,000.00, and
- (vii) Such other and further relief as the Court deems just and proper.

Dated: 8/15/15

By:



Michael L. Previto  
Attorney of Law  
6 Lyndon Lane  
Centereach, New York 11720  
631-379-0837

To: Zohar Cohen  
a/k/a Zohar Abikzer  
a/k/a Zohar Abikzer Cohen  
29 Dolson Road  
Monsey, New York 10952

Cohen Braffits Estate Development  
721 Fifth Avenue  
New York, N.Y. 10022

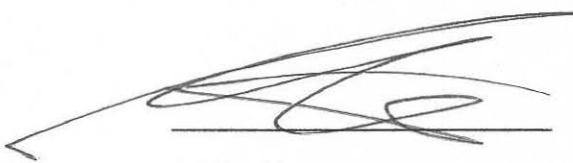
Braffits Mountain Liquidation Unit  
31 Wheatley Road  
Old Westbury, New York 11568

Thomas Williams Esq.  
16 Chestnut Street  
Suffern, New York 10901

VERIFICATION

Michael L. Previto, an Attorney duly admitted to practice law before the courts of the state of New York hereby affirms that he is the Attorney for the Plaintiffs, that he has read the foregoing allegations contained in the attached in the complaint ,knows the contents therein and believes the same to be true except those allegations based upon information and belief which he believes to be true. The reason your affiant is submitting this verification is due to Plaintiff residing in a County other than where your affiant maintains his office and this verification is based on conversations with Plaintiff as well as books, documents and records maintained in his office received by from Plaintiff.

Affirmed this 15<sup>th</sup>  
Of August 2105



Michael L. Previto Esq.

**Attorney Certification**

I, Michael L. Previto, hereby certify, under the penalty of perjury, and as an officer of the court, that to the best of my knowledge, information and belief, Formed after an inquiry reasonable under the circumstances, the presentation of the papers or the contentions herein are not frivolous as defined in 22 NYCCR Section 130-1.1. c

Dated : 8/15/15



Michael L. Previto

# **Exhibit B**

Attorney(s)

Purchased/Filed: August 15, 2015

Index # 605266/2015

**AFFIDAVIT OF SERVICE - SECRETARY OF STATE**

State of New York

Supreme Court

Nassau County

Eric Taubman et al

Plaintiff

against

Zohar Cohen aka Zohar Abikzar akak Zohar Alikzer Cohen et al

Defendant

STATE OF NEW YORK )  
COUNTY OF ALBANY ) SS  
CITY OF ALBANY )**DESCRIPTION OF PERSON SERVED:**

Approx. Age: 55 Yrs.

Weight: 120 Lbs. Height: 5' Sex: Female Color of skin: White

Hair color: Brown Other: \_\_\_\_\_

Kyle Warner, being duly sworn, deposes and says: deponent is over the age of eighteen (18) years; that on August 24, 2015, at 12:00 pm, at the office of the Secretary of State of the State of New York located at 99 Washington Ave, 6th Fl, Albany, New York deponent served Summons With Notice & Verified Complaint

on

**Cohen Braffit Estate Development LLC**

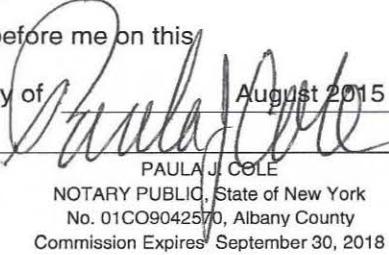
the Defendant in this action, by delivering to and leaving with Sue Zouky AUTHORIZED AGENT in the Office of the Secretary of State, of the State of New York, personally at the Office of the Secretary of State of the State of New York, two (2) true copies thereof and that at the time of making such service, deponent paid said Secretary of State a fee of 40 dollars; That said service was made pursuant to Section LIMITED LIABILITY COMPANY LAW §303.

Deponent further says that deponent knew the person so served as aforesaid to be the agent in the Office of the Secretary of State of the State of New York, duly authorized to accept such service on behalf of said defendant.

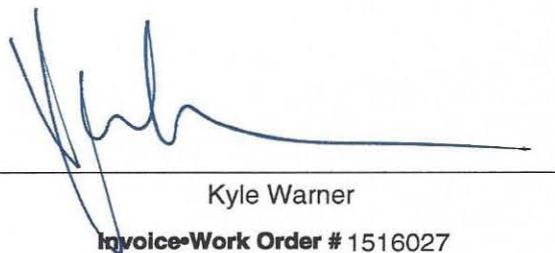
Sworn to before me on this

24th day of

August 2015



PAULA J. COLE  
NOTARY PUBLIC, State of New York  
No. 01CO9042570, Albany County  
Commission Expires September 30, 2018



Kyle Warner  
Invoice Work Order # 1516027  
Attorney File # Taubman

State of New York - Department of State  
Receipt for Service

Receipt #: 201508260232

Cash #: 201508260144

Date of Service: 08/24/2015

Fee Paid: \$40 - CHECK

Service Company: 02 ALEXANDER POOLE & CO., INC. - 02

Service was directed to be made pursuant to: SECTION 303 OF THE LIMITED  
LIABILITY COMPANY LAW

Party Served: COHEN BRAFFITS ESTATES DEVELOPMENT LLC

Plaintiff/Petitioner:

TAUBMAN, ERIC

Service of Process Address:

ZOHAR COHEN

711 FIFTH AVENUE

NEW YORK, NY 10019

Secretary of State  
By SUE ZOUKY

# **EXHIBIT C**

Index # 605266/2015

Attorney(s)

Purchased/Filed: August 15, 2015

**AFFIDAVIT OF SERVICE - SECRETARY OF STATE**

State of New York

Supreme Court

Nassau County

Eric Taubman et al

Plaintiff

against

Zohar Cohen aka Zohar Abikzar akak Zohar Alikzer Cohen et al

Defendant

STATE OF NEW YORK )  
COUNTY OF ALBANY ) SS  
CITY OF ALBANY )**DESCRIPTION OF PERSON SERVED:**

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on

**Braffit Mountain Liquidation Unit LLC**

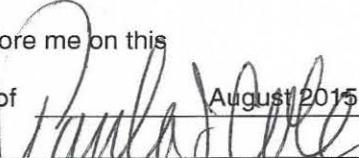
the Defendant in this action, by delivering to and leaving with Sue Zouky AUTHORIZED AGENT in the Office of the Secretary of State, of the State of New York, personally at the Office of the Secretary of State of the State of New York, two (2) true copies thereof and that at the time of making such service, deponent paid said Secretary of State a fee of 40 dollars; That said service was made pursuant to Section LIMITED LIABILITY COMPANY LAW §303.

Deponent further says that deponent knew the person so served as aforesaid to be the agent in the Office of the Secretary of State of the State of New York, duly authorized to accept such service on behalf of said defendant.

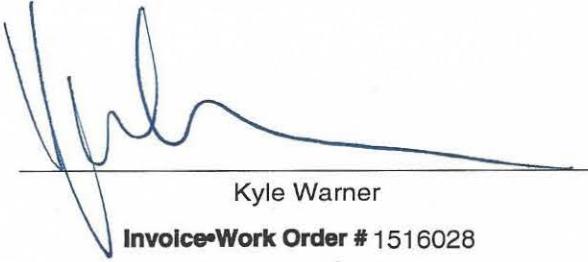
Sworn to before me on this

24th day of

August 2015



PAULA J. COLE  
NOTARY PUBLIC, State of New York  
No. 01CO9042570, Albany County  
Commission Expires September 30, 2018



Kyle Warner  
**Invoice Work Order # 1516028**  
Attorney File # **Taubman**

State of New York - Department of State  
Receipt for Service

Receipt #: 201508260288

Cash #: 201508260185

Date of Service: 08/24/2015

Fee Paid: \$40 - CHECK

Service Company: 02 ALEXANDER POOLE & CO., INC. - 02

Service was directed to be made pursuant to: SECTION 303 OF THE LIMITED  
LIABILITY COMPANY LAW

Party Served: BRAFFITS MOUNTAIN LIQUIDATION UNIT, LLC

Plaintiff/Petitioner:

TAUBMAN, ERIC

Service of Process Address:

BRAFFITS MOUNTAIN LIQUIDATION UNIT, LLC

31 WHEATLEY ROAD

OLD WESTBURY, NY 11568

Secretary of State  
By SUE ZOUKY

# **Exhibit D**

STATE OF NEW YORK

NASSAU

COUNTY

SUPREME

COURT

DOCUMENTS SERVED WITH INDEX # 605266/2015

ATTORNEY(S) Michael L. Previto, Esq. ,

*Eric Taubman et al*

Plaintiff(s)/Petitioner(s)

vs

*Zohar Cohen et al*

Defendant(s)/Respondent(s)

County of Rockland, State of New York.

Mark Sandstrom, being duly sworn deposes and says: Deponent is not a party herein, is over 18 years of age and resides at Rockland County, NY. On September 3, 2015 at 8:18 am  
 at 29 Dolson Road, Monsey, NY 10952

deponent served a Notice of Commencement of Action Subject to Mandatory Electronic Filing  
 Summons with Notice, Verified Complaint

UPON: Zohar Cohen a/k/a Zohar Abikzer a/k/a Zohar Cohen Abikzer, Defendant  
 (herein called recipient) therein named.

INDIVIDUAL  by delivering a true copy of each to said recipient personally; deponent knew the person served to be the person described as said person therein.

CORPORATION A  corporation, by delivering thereat a true copy of each to   
 personally, deponent knew said corporation so served to be the corporation, described in same as said recipient and knew said individual to be  thereof.

SUITABLE AGE PERSON  by delivering a true copy of each to  a person of suitable age and discretion.  
 Said premises is recipient's  actual place of business  dwelling house (usual place of abode) within the state.

AFFIXING TO DOOR  by affixing a true copy of each to the door of said premises, which is recipient's  actual place of business  dwelling house (usual place of abode) within the state. Deponent was unable, with due diligence to find recipient or a person of suitable age and discretion, having called thereat

Day	Mon	Date	8/31/15	Time	12:25 pm	Day	Tues	Date	9/1/15	Time	4:12 pm
Day	Wed	Date	9/2/15	Time	8:10 pm	Day	Thur	Date	9/3/15	Time	8:18 am

MAILING COPY  Deponent caused a copy of same to be enclosed in a first class postpaid sealed wrapper properly addressed to recipient at recipient's last known  residence  place of employment at 29 Dolson Road, Monsey, NY 10952 and caused said wrapper to be deposited in a post office official depository under exclusive care and custody of the U. S. Postal Service within the State of New York on 9/3/15.

Bearing the legend "Personal and Confidential" and not indicating on the outside thereof, by return address or otherwise, that the communication is from an attorney or concerns a legal action.  
 Deponent confirmed with neighbor, Cohen residence but they were unable to provide place of employment.

DESCRIPTION  A description of the Defendant, or other person served, or spoken to on behalf of the Defendant is as follows:  
 Sex  Color of skin  Color of hair  Approx. Age  
 Approx. Height  Approx. weight  Other

WITNESS FEES \$  the authorizing traveling expenses and one day's witness fee was paid (tendered) to the recipient.

PHOTO Deponent was able to identify recipient from a photograph.

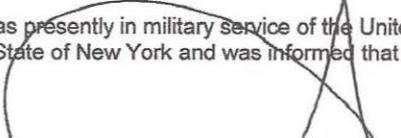
MILITARY SERVICE Deponent asked person spoken to whether the recipient was presently in military service of the United States Government or on active duty in the military service in the State of New York and was informed that recipient was not.

Sworn to before me on this 3rd day of September, 2015

*MariBeth Harmon*

MARIBETH HARMON  
 Notary Public, State of New York

No. 01HA620213, Qualified in Rockland  
 Commission Expires March 9, 2017



Mark Sandstrom

Invoice#Work Order # 9952930

ATTORNEY SERVICE BUREAU, P.O. Box 382, POMONA, NEW YORK 10970, 845-638-1323

# **Exhibit E**

**SUPREME COURT OF NEW YORK  
NASSAU COUNTY**

---

**Eric Taubman, William Mayer, and  
First National Land Development  
Company,**

**Plaintiffs,**

v

**Zohar Cohen, a/k/a Zohar Abikzer,  
a/k/a Zohar Abikzer Cohen, Cohen  
Braffits Estates Development Company,  
LLC and Thomas W. Williams**

**Index NO.: 605266/2015**

**Defendants.**

---

---

**MEMORANDUM OF LAW IN SUPPORT OF MOTION  
TO DISMISS**

---

It is undisputed that the parties in this action, with the exception of Defendant Williams, and the addition of one Kenan Nimeh, entered into negotiations to jointly acquire an interest in some vacant land in Utah. Those negotiations were never consummated, and litigation ensued.

The first litigation was commenced by Defendant herein Cohen Braffits Estates Development, LLC (“CBED”) against Plaintiffs herein, William Mayer and Eric Taubman, as well as their colleague Kenan Nimeh. See **Exhibit A** hereto, “the New Jersey action”. This New Jersey action was commenced in December 2014, some eight months before this action was commenced in Nassau County. Defendants Mayer and Nimeh were duly served, also in December 2014 (see **Exhibit B** hereto), but Defendant Taubman could not be found. Mayer answered the New Jersey action, and attempted to answer for Nimeh and Taubman as well (**Exhibit C**)..

In July 2015, Defendant CBED herein moved before the New Jersey court to strike Mr. Mayer’s answer for failure to provide discovery, and to default Mr. Nimeh for failure to answer. In early August, the Plaintiffs cross-moved to dismiss the New Jersey action, alleging a lack of *in personam* jurisdiction over them.. While those motions were pending, on August 21, 2015 – eight full months after the New Jersey action was commenced, and Plaintiffs herein were served – Plaintiffs herein commenced this action. Messers Mayer, Taubman and Nimeh were all aware of the pendency of the New Jersey action, as they all submitted affidavits supporting the cross motion to dismiss (**Exhibit D**).

Defendants now move, pursuant to **CPLR 3211(a)(4)**, for an order either dismissing the within action, or staying it pending the resolution of the New Jersey action; or, in the alternative, for dismissal under **CPLR 327** on grounds of *forum non conveniens*.

The Complaint in this action (**Exhibit E**), unlike the New Jersey complaint, makes no allegations as to where anything occurred. There is no allegation that the agreements in question were negotiated in New York, whereas the New Jersey complaint specifically

alleges that meetings were conducted in New Jersey (¶ 16 ), and that funds were wired to the seller of this real estate interest, one Kennedy Funding, also present in New Jersey (¶ 17). CBED specifically alleged that the Plaintiffs herein traveled to New Jersey for these negotiations, and wired funds to Kennedy Funding in New Jersey (¶ 17). The complaint filed in this court is noticeably silent about any details of the alleged transactions.

It is settled law that under **CPLR §3211(a)(4)**, an action should be dismissed where the same actionable wrong is the subject of a pending action in a sister state, the relief sought is comparable, and the parties are substantially identical. **Feustel v Rosenblum, 24 AD 3d 549 (2d Dept, 2005), Maroney v Hawkins, 24 Misc. 3d 1227, aff'd 50 AD 3d 862 (2d Dept., 2008)**. As the *Maroney* court said, the purpose of the rule is to protect parties from litigating the same issues in two different forums, with the possibility of two different outcomes.

Here, what is at issue is the transactions between the Plaintiffs, in all their different configurations, on the one hand and Defendant Cohen and his companies, on the other other. This is the actionable wrong from which all possible causes of action arise. These issues have either been raised in the New Jersey action, or could be as counterclaims. **Comment C3211:15 to CPLR §3211** is pertinent: “Where the other suit [i.e., the first action] is before a Court that has, or can get, jurisdiction of everything the present suit [i.e., the second action] seeks out of everyone the present [i.e., second action] has before it”, the second [New York] action should be dismissed.

A similar result arises from a *forum non conveniens* analysis: a key witness in this case will be Kennedy Funding (see Exhibit A, ¶s 17 and Exhibit E, ¶ 10). Kennedy Funding is a New Jersey entity, and not subject to process in the New York action; Mr. Williams is present in New Jersey, the transaction took place in New Jersey. In **Westwood Associates v Deluxe General, Inc 53 NY 2d 618, 438 NYS 2d 774 (1981)** the Court held that

The Appellate Division did not abuse its discretion in...dismissing the action on grounds of *forum non conviens* [under CPLR § 327] where the subject transaction took place in California, the witnesses and pertinent

documents were there and another case involving the same parties was already pending there; the fact that all of the parties were may have been New York residents is not dispositive, since the residence of the parties is but one factor to be considered in determining whether an action should be dismissed pursuant to CPLR §327.

By the same analysis, this matter belongs in the New Jersey courts.

For all of the foregoing reasons, this action should be dismissed without prejudice.

Dated: September 17, 2015

/s/ George J Cotz

# **Exhibit F**

# Exhibit A

SUPERIOR COURT BERGEN COUNTY  
FILED

George J Cotz, Esq ID# 010711974  
47 S Franklin Turnpike  
Ramsey, NJ 07446  
201-327-0900  
Attorney for Plaintiff

DEC 11 2014

*Laura A. Simola*  
DEPUTY CLERK

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION  
BERGEN COUNTY

**ZOHAR COHEN and COHEN  
BRAFFITS ESTATES  
DEVELOPMENT, LLC**

**Plaintiff**

v

DOCKET NO: BER-L- 20273-14

**KENAN NIMEH, ERIC  
TAUBMAN and WILLIAM  
MAYER,**

**Defendants**

**CIVIL ACTION**

Plaintiffs, Zohar Cohen and Cohen Braffits Estates Development, LLC (“CBED”) complaining of the Defendants, say:

1. Plaintiff CBED is an entity which was formed for the purpose of acquiring and developing a particular parcel of vacant real estate in Utah, known as Braffits Mountain Estates..
2. Plaintiff Zohar Cohen (“Cohen”) is engaged in the real estate business, including the purchase and sale of commercial and residential properties, the development and redevelopment of properties, and acquiring and developing distressed properties. He formed CBED for the purpose of pursuing one such transaction. He is the Managing Member of CBED.
3. Plaintiff CBED has a principal place of business at 222 Franklin Turnpike, Mahwah, New Jersey.
4. In or about spring, Plaintiff acting through its principal Cohen entered into a series of

verbal agreements in principle with Kennedy Funding Financial, LLC (“Kennedy”) to purchase several distressed loans which it held, including loans known as “Everyday Logistics”, a resort property in upstate New York and “Briggs Mountain Estates”, an upscale residential ski development in Utah. The price to be paid for the loan on the upstate resort was \$500,000.00 and the price for the loan on the Utah project was \$2,450,000.00.

5. At or about the same time, Cohen first met Defendant Kenan Nimeh (“Nimeh”), and through him, Defendant Eric Taubman (“Taubman”). Defendant Nimeh represented to Cohen that he was an investment broker, that he had “significant” personal assets and that he also had many wealthy clients that he could interest in one or more of Plaintiff’s deals. Defendant Nimeh represented Taubman to be another investment broker with “significant” assets, which representations Taubman confirmed.

6. Over the spring and summer of 2012, Cohen agreed with Nimeh and Taubman that they would do the Everyday Logistics acquisition together, as 50/50 partners. Citing a variety of excuses and explanations, Nimeh and Taubman never fully funded their share of the Everyday logistics deal, and it eventually collapsed.

7. Meanwhile, Cohen continued to pursue the Briggs Mountain deal in Utah with Kennedy. He didn’t then have the resources to comfortably do this deal on his own, and he was looking for partners.

8. Over late 2012 into the spring of 2013, Cohen discussed and negotiated an oral agreement with Nimeh and Taubman that they would take a 50% interest in the Briggs Estates deal by putting up \$1,225,000.00 towards the anticipated \$2,450,000.00 purchase price. Over time, Nimeh and Taubman revealed to Plaintiff that they had an investor, Defendant Mayer, who was Taubman’s grandmother’s boyfriend, who would put up the money.

9. At all times relevant, Nimeh and Taubman were Mayer’s authorized and apparent agents.

10. Mayer confirmed to Cohen that Nimeh and Taubman were acting for him.

11. In 2013, CBED was formed as a Delaware LLC having its principal office in

Mahwah, New Jersey; and with Cohen as the Managing Member.

12. In or about March 4, 2013 Plaintiff CBED entered into an agreement with Kennedy Funding to buy a certain delinquent Note in the face amount of \$28,680,000.00, made by Braffits Creek Estates, LLC and secured by a Mortgage on certain premises in the State of Utah, which premises were known as Braffits Creek Estates ("the Note Purchase Agreement").

13. The Note Purchase Agreement provided for a purchase price of \$2,450,000.00, payment of a deposit of \$240,000.00 on March 4, 2013; and required CBED to close on the deal by April 4, 2013, time being of the essence.

14. On March 4, 2013 Plaintiff tendered half of the deposit, \$120,000.00, funded by Cohen, to Kennedy.

15. Both before and after the execution of the Note Purchase Agreement on March 4, 2013, in a series of conversations and e-mails, Defendants Nimeh and Taubman both on their own behalf and as agents for Mayer committed to providing \$120,000.00 on or before March 4, 2013 and an additional \$1,105,000.00 on or before April 4, 2013, for their 50% interest in CBED of the Braffits Mountain deal.

16. The meetings between the parties to negotiate their agreement often occurred at 222 Franklin Turnpike, Mahwah.

17. The negotiations between CBED and Kennedy Funding, and the execution of documents, occurred in Fort Lee, New Jersey.

18. Defendants sent funds by wire to Kennedy Funding in Fort Lee, New Jersey in partial satisfaction of their obligations.

19. Defendants represented to Cohen, as the Managing Member of CBED, that Mayer had the financial resources to make this commitment; Defendants Taubman and Nimeh also represented that they had the resources to do so; and that they were aware that time was of the essence to Kennedy Funding in the CBED deal.

20. At all times, Cohen was able and ready to fulfill its obligation to pay the rest of his share, \$1,105,000.00.

21. Plaintiff executed the Loan Purchase Agreement on March 4, 2013 in reliance on Defendants' representations about their ability and willingness to fund their half of the deal.
22. Plaintiffs' reliance on Defendants' representations as aforesaid was reasonable.
23. Plaintiffs relied on defendant's representations to their detriment.
24. The Loan Purchase Agreement called for the deal to close, and the balance of the price, to be paid by April 4, 2013, failing which the deposit would be forfeit.
25. Defendants failed to meet their obligation of funding the deposit on March 5, 2013.
26. Eventually, Plaintiff Cohen had to fund the balance of the deposit to avoid losing the deal.
27. Defendants thereafter insisted that they would be able to, and intended to, meet their obligations and in reliance on these renewed representations, Plaintiff CBED paid an extension fee of \$25,000.00, funded by Plaintiff Cohen, to Kennedy Funding to extend the time of the essence closing date from April 4, 2013 to April 26, 2013.
28. Defendants represented that they would reimburse Plaintiffs for the extension fee.
29. But for the representations of the Defendants, Plaintiffs would not have entered into the Loan Purchase Agreement; and it would not have extended the loan closing date.
30. But for the further and subsequent representations of the Defendants, Plaintiffs would not have paid the extension fee.
31. Over the period beginning around April 4, 2013 and through the very early part of July 2013, Defendants continued to represent to Cohen, on behalf of CBED, that they were able to and would fund their half of the purchase price. Defendants did, during this time period, pay certain funds to Kennedy that were applied as extension fees, legal fees and partly to the purchase price, amounting to about \$120,000.00 in total.
- 33.. In or about the beginning of July 2013, Plaintiff realized that Defendants, and none of them, were able to fund the transaction.
34. Plaintiff sought to mitigate its damages, such as a forfeited deposit, as well as a poor reputation from defaulting on the Loan Purchase Agreement, by finding another person or entity to partner with on the deal.

35. Plaintiff's principal Cohen had other investment opportunities arising in this time period, and other ways to invest his money than CBED.

36. Defendants, by failing to come up with their full share in a timely manner, forfeited any claim to any monies which they paid to Kennedy Funding or Plaintiff.

37. Despite their default, and without consent or authority, Defendants took steps to sell the property owned by Plaintiff CBED without its knowledge, consent or authority. Defendants forged Plaintiff Cohen's signature on a document purporting to assign the Loan Purchase Agreement from Plaintiff CBED to a different entity formed by Defendant Taubman which he called Braffits Mountain Liquidating Unit ("BMLU"); they listed the property with a broker; and even entered into a contract of sale for the property in October 2013. At that time, Kennedy Funding still owned the Loan, although BMLU was representing itself to have marketable title to the premises.

38. Plaintiff closed with Kennedy on the Braffits Estate loan in December 2013. To do so, it had to borrow \$1,060,000.00, and Cohen had to guaranty that loan personally, in order to cover the Defendants' half of the purchase price and avoid forfeiture of what Plaintiffs had already invested in the transaction, all in reliance on Defendants' false representations.

### **FIRST CAUSE**

39. In representing to Plaintiff their financial ability and intentions, Defendants made knowing misrepresentations of fact to Plaintiffs, which the Plaintiffs reasonably relied upon to their detriment.

40. As a result of its reasonable reliance on Defendants' misrepresentations, Plaintiffs were harmed.

WHEREFORE, Plaintiffs demand judgment on this Count against Defendants, jointly and severally, for damages and costs of suit.

F

### SECOND CAUSE

41. Defendants breached their agreement with Plaintiffs to fund 50% of the transaction with Kennedy Funding.
42. As a result of Defendants' breach of said agreement, Plaintiffs were harmed and suffered damages.

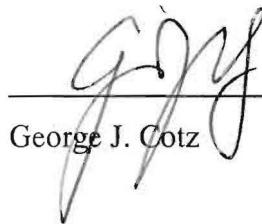
WHEREFORE, Plaintiffs demand judgment on this Count against Defendants, jointly and severally, for damages and costs of suit.

### THIRD CAUSE

43. As a result of their fraudulent effort to market the property under BMLU name, Plaintiffs were forced to incur legal fees and other expenses to protect its positions and the reputation of the project.

WHEREFORE, Plaintiffs demands judgment on this Count against Defendants, jointly and severally, for damages and costs of suit.

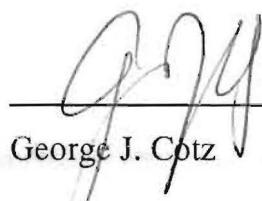
Dated: Sept 30, 2014

  
George J. Cotz

### JURY DEMAND

Plaintiff demands judgment on all issues so triable.

Dated: Oct 30, 2014

  
George J. Cotz

### ATTORNEY'S CERTIFICATION

George J. Cotz does hereby certify according to law as follows:

I am the attorney for the Plaintiff named in this action. I am aware of no other action for which this action should be joined, nor am I aware of any other parties that should be made a party to this action.

I certify that the foregoing statements made by me are true. I am aware that if

# **Exhibit B**

SUPERIOR COURT OF NEW JERSEY  
COUNTY OF BERGEN

AFFIDAVIT OF SERVICE

ZOHAR COHEN AND COHEN BRAFFITS ESTATES  
DEVELOPMENT, LLC

DOCKET #: BER-L-02088-14

-Plaintiff

v

KENAN NIMEH, ERIC TAUBMAN and  
WILLIAM MAYER

-Defendants

x

I, JOSEPH LIBRANDI, being duly sworn, depose and say; that I am over the age of 18 years, reside in the State of New York and I am not a party to this action, and that within the boundaries of the state where service was effected I was authorized by law to perform said service.

That on 12/22/14 at 3:00 PM EST at 125 Bayliss Rd, Ste 280, Melville NY deponent served

KENAN NIMEH personally the

**SUMMONS, CIVIL ACTION COMPLAINT AND SUPPORTING DOCUMENTS**

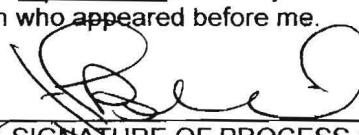
**PHYSICAL DESCRIPTION:**

Gender: MALE Skin: WHITE Hair: BLACK Age: 40 Height: 5'7-6'0 Weight: 175-200 LBS

**MILITARY:**

Deponent asked the person served whether he/she was presently in the military service of the U.S Government or on active duty in the military service in the State of New York and received a negative reply.

SUBSCRIBED AND SWORN to before me this 3<sup>rd</sup> day of feb, 2015, by JOSEPH LIBRANDI, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

  
SIGNATURE OF PROCESS SERVER

  
SIGNATURE OF NOTARY PUBLIC

DARRYL L. JONES  
Notary Public, State of New York  
Qualified in Suffolk County  
Reg. No. 01JO6130226  
My Commission Expires July 11, 2017

C

SUPERIOR COURT OF NEW JERSEY  
COUNTY OF BERGEN

AFFIDAVIT OF SERVICE

ZOHAR COHEN AND COHEN BRAFFITS ESTATES  
DEVELOPMENT, LLC

DOCKET #:

-Plaintiff

v

KENAN NIMEH, ERIC TAUBMAN and  
WILLIAM MAYER

-Defendants

x

I, JOSEPH LIBRANDI, being duly sworn, depose and say; that I am over the age of 18 years, reside in the State of New York and I am not a party to this action, and that within the boundaries of the state where service was effected I was authorized by law to perform said service.

That on 12/22/14 at 12:05 PM EST at 149-30 83rd Street, Howard Beach, NY deponent served

WILLIAM MAYER personally the

**SUMMONS, CIVIL ACTION COMPLAINT AND SUPPORTING DOCUMENTS**

**PHYSICAL DESCRIPTION:**

Gender: MALE Skin: WHITE Hair: GREY Age: 60 Height: 5'7-6'0 Weight: 175-200 LBS

**MILITARY:**

Deponent asked the person served whether he/she was presently in the military service of the U.S Government or on active duty in the military service in the State of New York and received a negative reply.

SUBSCRIBED AND SWORN to before me this 3<sup>rd</sup> day of Feb, 2015, by JOSEPH LIBRANDI, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

  
SIGNATURE OF PROCESS SERVER  
  
SIGNATURE OF NOTARY PUBLIC

DARRELL L. JONES  
Notary Public, State of New York  
Qualified in Suffolk County  
Reg. No. J1J06130228  
My Commission Expires July 11, 2017

E

# **Exhibit C**

## FORM A

Zohar Cohen and Cohen Brackets Estates Dev, LLC

Plaintiff's Name

29 Dolson Road

Street Address

Monsey, NY 10952

Town, State, Zip Code

(646) 438-2424

Telephone Number

vs.

Kinan Nimieh, Eric Taubman, and William Mayer

Defendant's Name

149-30 83rd Street

Street Address

Howard Beach, NY 11414

Town, State, Zip Code

(646) 339-6180

Telephone Number

**Superior Court of New Jersey  
Law Division, Special Civil Part  
Bergen County**

Docket Number: 20273-14**CIVIL ACTION****Answer**

Check the appropriate statement or statements below which set forth why you claim you do not owe money to the plaintiff.

- (1) The good or services were not received.
- (2) The goods or services received were defective.
- (3) The bill has been paid.
- (4) I/We did not order the goods or services.
- (5) The dollar amount claimed by the plaintiff(s) is incorrect.
- (6) Other – Set forth any other reasons why you believe money is not owed to the plaintiff(s). (You may attach more sheets if you need to.)

**Defendant denies each and every allegation in complaint. Summons is frivolous and written only for harassment.  
Venue is not valid. Both plaintiff's home address and company address are registered in NY.**

Trial by jury requested; an extra \$100 check or money order is enclosed.

At the trial Defendant requests:

An interpreter:  Yes  No Indicate Language: \_\_\_\_\_  
 An accommodation for a disability:  Yes  No Requested accommodation: \_\_\_\_\_

I certify the matter in controversy is not the subject of any other court action or arbitration proceeding now pending or contemplated. ~~and that no other parties should be joined in this action.~~ See attached

I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with Rule 1:38-7(b).

I further certify that this answer was served on all other parties within 35 days of the date the summons and complaint were mailed to me as indicated on page 2 of the summons.

**See attached signatures**Dated

Defendant's Signature

Defendant's Name – Type or Printed

Revised 11/17/2014, CN: 11637 (Appendix XI-F)

Superior Court of New Jersey—Law Division, Special Civil Part Bergen County, Docket Number: 20273-14, Form A, attachment page 2.

\*\*\*Continuation of paragraph (6):

I would like to petition for a judgement against the plaintiff for a frivolous lawsuit. This lawsuit is simply a harassment move by the plaintiff to frustrate the defendants. I would like to defeat this lawsuit in New Jersey by venue alone. The body of this lawsuit will defeat itself when brought to a New York State court.

Facts: Plaintiff's, Zohar Cohen's, home address is 29 Dolson Road, Monsey, NY 11414. Plaintiff's company Cohen Braffits Estates Development, LLC is currently registered and incorporated in New York State. Zohar Cohen is currently doing business in NYC and lists his address as 721 Fifth Avenue, New York, NY 10022. I will produce signed documents by Zohar Cohen listing Cohen Braffits Estates Development, LLC using 721 Fifth Avenue, New York as its address.

I do not have any signed documents from Zohar Cohen or his company in New Jersey. I do in fact have signed documents from Zohar Cohen pertaining to this case, all of which were signed in New York.

\*\*\*Continuation of paragraph "I certify the matter in controversy...":

Defendants are contemplating lawsuits against Zohar Cohen and his business lawyer Thomas Williams, Esq., in New York. We are intending to join Thomas Williams, Esq., and others in this lawsuit.

\*\*\*I beg that this court closed this matter in the State of New Jersey and award the defendants filing fees and other expenses related to this lawsuit.

Defendant's Signatures:

See attached signature Exhibit A

---

Kinan Nimeh 

---

Date

See attached signature Exhibit A

---

Eric Taubman 

---

Date



---

William Mayer 

---

2/10/15  
Date

Superior Court of New Jersey Law Division, Special Civil Part Bergen County, Docket Number: 20273-14, Form A, attachment page 2.

\*\*\*Continuation of paragraph (6):

I would like to petition for a judgement against the plaintiff for a frivolous lawsuit. This lawsuit is simply a harassment move by the plaintiff to frustrate the defendants. I would like to defeat this lawsuit in New Jersey by venue alone. The body of this lawsuit will defeat itself when brought to a New York court.

Facts: Plaintiff's, Zohar Cohen's, home address is 29 Dolson Road, Monsey, NY 11414. Plaintiff's company Cohen Braffits Estates Development, LLC is currently registered and incorporated in New York State. Zohar Cohen is currently doing business in NYC and lists his address as 721 Fifth Avenue, New York, NY 10022. I will produce signed documents by Zohar Cohen listing Cohen Braffits Estates Development, LLC using 721 Fifth Avenue, New York as its address.

Never have I signed any documents with Zohar Cohen or his company in New Jersey, however I have signed documents from Zohar Cohen and all were signed in New York.

\*\*\*Continuation of paragraph "I certify the matter in controversy...":

Defendants are contemplating lawsuits against Zohar Cohen and his business lawyer Thomas Williams, Esq., in New York. We are intending to join Thomas Williams, Esq., and others in this lawsuit.

\*\*\* I beg that this court closed this matter in the State of New Jersey and award the defendants filing fees and other expenses related to this lawsuit.

Defendant's Signatures:

  
Kinan Nimch

7/10/15  
Date

  
Eric Taubman

February 10, 2015  
Date

  
William Mayer

Date

# **Exhibit D**

William Mayer Pro Se  
Kinan Nimeh Pro Se  
c/o William Mayer  
149-30 83<sup>rd</sup> Street  
Queens , New York 11414

Superior Court of New Jersey  
County Of Bergen –Law Division

Cohen Braffits Estates  
Development, LLC.  
Plaintiff

X  
Docket Number BER:-L\_20288-14  
Civil Action

Against

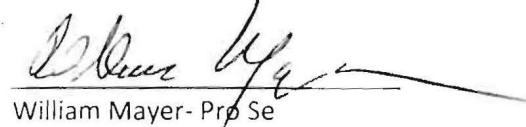
MOTICE OF CROSS MOTION by the Pro  
Se defendants to Dismiss

Kenan Nimeh, Eric Taubman, and  
William Meyer

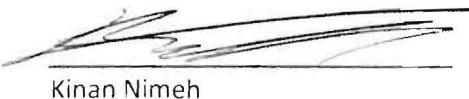
X

PLEASE TAKE NOTICE , that upon motion filed by the plaintiff presently returnable for August 7<sup>th</sup> 29015  
and upon the annexed affidavits of the Pro Se Defendants, William Mayer and Kenan Nimeh, and upon  
the affidavit of Eric Taubman and upon all previous documents and proceedings herein the Pro Se  
defendants, Mayer and Nimeh , shall move this Court the Superior Court of the State of New Jersey ,  
County of Bergan at the time and place of the motion by the Plaintiff, for an Order dismissing this matter  
for lack of Subject matter jurisdiction and Lack of Personal Jurisdiction as well as costs

Dated: August 1 2015

  
William Mayer- Pro Se

Dated August \_ 2015

  
Kinan Nimeh

Superior Court of New Jersey  
County Of Bergen –Law Division

X

Cohen Braffits Estates  
Development, LLC.

Plaintiff

Docket Number BER:-L\_20288-14

Against

Kenan Nimeh, Eric Taubman, and  
William Meyer

Affidavit in Opposition to motion and  
In support of Cross Motion To Dismiss  
For lack Of Subject Matter Jurisdiction

X

State of New York  
County of Queens

William Mayer being duly sworn deposes and says ;

1. I am a named defendant in this action and make this affidavit in opposition to the Plaintiff's motion and in support the cross motion of myself and Mr. Nimeh to dismiss this action for lack of Jurisdiction.
2. I was never served with process. I only became aware of this action when I was told about it by Mr. Nimeh. When I went to the clerk's office to answer and object I was advised by the clerk that there was no proof of service. To this day I have not been served with process
3. I am an individual residing in the State of New York and have no connection to New Jersey whatsoever. I do not live in New Jersey, I do not have a business in New Jersey. I do not solicit business in New Jersey as I own a small business in New York which sells retail products to customers in the store.
4. I have not established any contact with New Jersey in any way other than traveling through it a sporadic intervals.
5. The Co-defendant, Mr. Nimeh is a resident of the State of New York and I far as I know has no connection to New Jersey.
6. Eric Taubman to my knowledge has no connection whatsoever with New Jersey and lives in long Island New York. To date he was never served .
7. The Plaintiff is a New York Corporation and to my knowledge never did business in New Jersey of any

kind and surely did nothing with the defendant's in New Jersey.

8. Finally, the dispute is governed by a contract which was executed in New York, which states that the contract would be governed and enforced according to the laws of the state of New York .

9. The Plaintiff is not incorporated in New Jersey and should not be entitled to proceed herein. Any breach of contract (which did not happen by us) did not happen in New Jersey.

10. The only reason this was filed in New Jersey was that the Attorney is from New Jersey. And the Plaintiff seeks to place a frivolous burden on us which violates traditional notions of fair play as stated by the Supreme Court in International Shoe v. Washington 326 U.S. 310( 1945).

11. International Shoe states that in order for a state to have jurisdiction over a party certain "minimum contacts" must be established. There are NO contacts here. We are three individuals, and do not own or solicit business in New Jersey.

12. Likewise the Plaintiff itself is a New York Corporation and has no office or other presence that I am aware of. It's owner, Zohar Cohen, lives in upstate New York and the Office is located at 711 Fifth Avenue New York, New York 10022. The company's sole purpose was for Real Estate Investment in a property In Utah. As such it has no standing to sue us in New Jersey since we do live, work or "exist" there in any Way. As stated in Charles Gendler and Co. v Telecomm 508 A 2<sup>nd</sup> 1127 (NJ 1986) "Due Process permits this State to provide a judicial forum **for its citizens** who are injured. "The Plaintiff, by not being incorporated in New Jersey and having no business dealings in New Jersey is not a " citizen " and as such also has no connection to this matter.

13. The complaint apparently alleges that there was a breach of contract but nothing happened regarding it in New Jersey. If the Court reviews Bayway Refining Co. v State Utilities, Inc. it will see that "the existence of a contractual relationship alone is not enough to sustain jurisdiction unless the foreign corporation entering into that relationship can be reasonably contemplated have significant activities or effect in the forum state."

14. Here we have no breach and no contract except one which specifically states that it is enforceable

under New York law.

15. As such there are no minimum contacts to establish that this Court can and should entertain this Action. In Lebel v. Everglades Marina ,Inc. 115 N.J. 317(1989), the court held that a contract dispute had to show minimum contacts. It has not happened here. This case belongs in New York.

16. As such we respectfully request that this matter be dismissed.

Sworn to before me  
This 30<sup>th</sup> day of July 2105

  
William Mayer

Superior Court of New Jersey  
County Of Bergen –Law Division

Cohen Braffits Estates  
Development, LLC.

Plaintiff

X  
Docket Number BER:-L\_20273-14

Against

Kenan Nimeh, Eric Taubman, and  
William Meyer

Affidavit in Opposition to motion and  
In support of Cross Motion To Dismiss  
For lack Of Subject Matter Jurisdiction

X  
State of New York  
County of

Kinan Nimeh being duly sworn deposes and says ;

1. I am a defendant in this action and make this affidavit in opposition to the Plaintiff's motion and in support the cross motion of Mr. Mayer and Myself to dismiss this case for lack of Subject Matter Jurisdiction.
2. I was never served properly with the summons or complaint in this matter although I am advise it was sent to my former place of employment. When I found about I went to an objection to the jurisdiction it was rejected for some reason. However I have no connection to New Jersey.
4. I am an individual residing in the State of New York and have no connection to New Jersey whatsoever. The Co- defendants do not live, work or do business in New Jersey.
5. The No transactions or meetings were ever held in New Jersey. I have only been in New Jersey a Several times, and any time I have been in New Jersey it nothing to do with this case or the plaintiff.
6. The Plaintiff was incorporated in New York and had a place of Business in the State of New York and NO place of business, in New Jersey.
7. I am not a part of any agreement with Braffits at all. I did have some dealings with Mr. Cohen , but none with Braffits. Even then we did all our work and communication in New York.
8. The Plaintiff apparently was formed in New York solely for the purpose of purchasing and executing ,a



promissory note , concerning a property in Utah, and as far as I know that was the Only Business done at all by this company. There is not one office, employee or agent in In New Jersey.

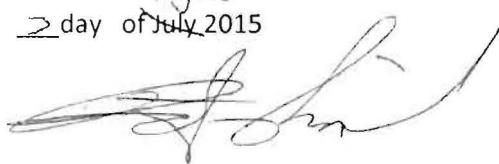
9. I do not have the wherewithal to litigate this case in New Jersey . It is unfair and an against the Constitution of the United States. I ask that this matter be dismissed.

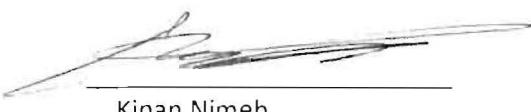
10. The only reason this case was brought in New Jersey was because Zohar Cohen knows a lawyer in New Jersey and to harass the defendants with a frivolous lawsuit.

11. I therefore reiterate my request that this action be dismissed.

Sworn to before me this

2 day of July 2015



Kinan Nimeh

ROBERT SHIPKO  
Notary Public, State of New York  
No. 01SH6120840  
Qualified in Nassau County  
Term Expires 12/27/2016



Superior Court of New Jersey  
County Of Bergen –Law Division

Cohen Braffits Estates  
Development, LLC.

Plaintiff

X  
Docket Number BER:-L\_20273-14

Against

Kenan Nimeh, Eric Taubman, and  
William Meyer

Affidavit in Opposition to motion and  
In support of Cross Motion To Dismiss  
For lack Of Subject Matter Jurisdiction

X  
State of New York  
County of

Eric Taubman being duly sworn deposes and says ;

1. I am a named defendant in this action BUT WAS NEVER SERVED and make this affidavit in opposition to the Plaintiff's motion AS A WITNESS support the cross motion of Mr. Mayer and Mr. Nimeh to dismiss this case for lack of Subject Matter Jurisdiction.

2. I am an individual residing in the State of New York and have no connection to New Jersey whatsoever. The Co- defendants do not live, work or do business in New Jersey. They do not solicit business from New Jersey.

3. No transactions or meetings were ever held in New Jersey.

4. The Plaintiff resides was incorporated in New York and had a place of Business in the State of New York and NO place of business, in New Jersey.

5. All agreements stipulated that they would be construed in accordance with the laws of the State of New York.

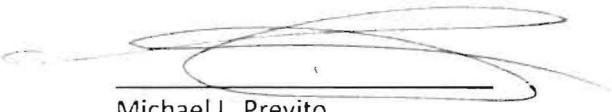
6. The company was formed in New York solely for the purpose of purchasing and executing ,a promissory note , concerning a property in Utah, and as far as I know that was the Only Business done at all by this company. There is not one office, employee or agent in New Jersey.

7. The only reason this case was brought in New Jersey was because Zohar Cohen knows a lawyer in

Certification of Service

Michael Previto hereby certifies that the original of this cross motion and the supporting documents were filed with the clerk of the Superior Court, Law Division, at the Bergen County Courthouse ,10 main Street, Hackensack, New Jersey 076021: with copies to Plaintiff's Attorney, George J. Cotz at his address located at 47 S. Franklin Turnpike, Ramsey, New Jersey 07446 on July 21, 2015

Dated: 7/21/15 2015

  
Michael L. Previto

# **Exhibit E**

**SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NASSAU**

-----X

Eric Taubman, William Mayer, and  
First National Land Development Company of  
New York, LLC,

Index no.

Plaintiffs,  
-against-

**VERIFIED COMPLAINT**

Zohar Cohen, a/k/a Zohar Abikzer, a/k/a Zohar Abikzer  
Cohen, Cohen Braffits Estate Development, LLC.,  
Thomas Williams, Esq., and Braffits Mountain  
Liquidation Unit, LLC,

Defendants.

-----X

Plaintiffs by its attorney Michael L. Previto, as and for its Verified Complaint, respectfully  
alleges as follows:

1. Plaintiff Eric Taubman is an individual residing at 35 Wheatley Road, Old Westbury, in the County of Nassau, State of New York.
2. Plaintiff William Mayer is an individual residing at 149-30 83<sup>rd</sup> Street, Howard Beach, in the County of Queens, State of New York.
3. Plaintiff First National Land Development Company of New York, LLC., hereinafter sometimes referred to as FNLD, is a New York Company having an office located at 31 Wheatley Road, Old Westbury, N.Y. and is owned by Plaintiffs Mayer and Taubman.
4. Upon information and belief defendant Zohar Cohen, a/k/a Zohar Abikzer, a/k/a Zohar Abikzer Cohen (hereafter referred to as Cohen) is an individual who resides in the State of New York having an address located at 29 Dolson Road, Monsey, New York 1052 and also does business at 721 Fifth Avenue, New York, NY 10022.
5. Upon information and belief the defendant Thomas Williams, Esq., is an Attorney at Law having offices located at 220 Franklin Turnpike, Mahwah, New Jersey 07430, and office located at 16 Chestnut Street, Suffern, NY 10901.
6. Defendant Cohen Braffits Estate Development, LLC., hereafter sometimes referred to as CBED, is a New York Limited Liability Company that maintains an office located at 721 Fifth Avenue, New York, NY and is owned by defendant Cohen.

7. Defendant Braffits Mountain Liquidation Unit, LLC., hereafter sometimes referred to as BMLU, is a New York Company equally owned by the plaintiff's Company FNLDC and the defendant's Company CBED.
8. Plaintiffs Mayer and Taubman and defendant Cohen are contracted joint owners of the Braffits Liquidation Unit, LLC (BMLU) formed for the purpose of purchasing, owning and holding that piece of distressed property currently held by the United States Bankruptcy court in the State of Utah, now hereafter referred to as the Braffits Mountain Property.
9. Upon information and belief, prior to the plaintiff's involvement with defendant Cohen and the Braffits Mountain Property, it was alleged in a New York Supreme court action, RMB Properties vs .Zohar Cohen., the formation of Braffits Estates Development, LLC and its purchase of the interest, rights, and ownership of the Braffits Mountain Property. The defendant Cohen solicited and induced one RMB Properties to fund the defendant the sum total amount of \$120,000. This inducement was fraudulent.
10. On or about March 4, 2013, a company called Kennedy Funding, Inc., a New Jersey corporation, entered into a Note and Mortgage Purchase and Sale Agreement with defendant Cohen Braffits Estates Development, LLC, (CBED), an entity formed by defendant Cohen on information and belief using the funds wrongfully taken from RBM. Neither Plaintiff nor Plaintiff's principal was a member of Cohen Braffits Estates Development, LLC.
11. Cohen did not use RMB's \$120,000 in accordance with the original deal that had been discussed with defendant Cohen by RBM, and RBM sought Judgment for the return of the \$120,000, with interest, asserting causes of action for quasi contract (unjust enrichment), conversion, breach of fiduciary duty, violation of Judiciary Law § 487 and injunctive relief.
12. Thereafter defendant Cohen approached plaintiff's Mayer and Taubman to purchase a certain note and interest in the Braffits Mountain Property. The parties discussed the purchase, and formed an entity named the Braffits Mountain Liquidation Unit LLC, (BMLU), to purchase the note from defendant Cohen's company CBED. Defendant Cohen did not disclose the prior transaction or impending lawsuit with Plaintiff's Mayer and Taubman.
13. The Plaintiffs Mayer and Taubman then entered into a signed agreement with defendant Cohen for the purchase and ownership of fifty percent equal share of the Braffits Mountain Property.

14. Defendant Cohen assigned all of his rights, title, and interest in the Braffits Mountain Property to the Braffits Mountain Liquidation Unit, LLC, (BMLU), in an "Assignment of Real Estate Contract and Sale Agreement." As a result, plaintiff's company FNLDC and the defendant's company CBED are fifty percent owners of BMLU including fifty percent ownership of all holding.
15. Defendant Cohen thereafter breached the contract.

**AS AND FOR THE FIRST CAUSE OF ACTION**

16. Plaintiff repeats and re alleges each and every allegation hereinabove as if fully set forth herein.
17. Plaintiffs, in good faith and with contemplation of commencement of a deal duly funded the defendants as follows: Payments of approximately \$750,000.00 were to be made to along with a conveyance of properties located and commonly known as 1030 Woodycrest , Bronx, New York , 828 Cortland Bronx, New York and 1535 Taylor, Bronx New York, to the Hudson Valley Resort Spa in Kerhonkson, New York, and the Braffits Mountain Property in Iron County, UT as conveyed to the defendants. Said Properties was valued at 15,820,000.00.
18. As a result of the defendant's conduct, defendants have been unjustly enriched, and Plaintiff is entitled to recover, under the doctrines of unjust enrichment and quasi contract, the amount of \$15,820,000.00 together with prejudgment interest, attorney's fees, expenses, costs and disbursements.
19. Plaintiff's have been damaged in the amount of 15,820,000.00 of which nothing has been paid.

**AS AND FOR THE SECOND CAUSE OF ACTION**

20. Plaintiffs repeat, reiterate, and re allege the foregoing allegations as if fully stated herein.
21. That the defendants never lived up to their agreements and as such breached the contract between the Parties. As a result the Plaintiffs demand specific performance of the contracts awarding one half ownership of the defendant's company Cohen Braffits Estate Development, LLC., and also be declared one half owner of the Braffits Mountain Property located in Utah which is presently held in abeyance by a chapter Eleven Bankruptcy.

**AS AND FOR THE THIRD CAUSE OF ACTION**

22. Plaintiffs repeat, reiterate, and reallege the foregoing as if fully stated herein.
23. That Plaintiffs seek a Declaratory Judgment confirming their contractual rights to the promissory note as per the signed contracts granting them jointly and severally one half ownership of the purchased note and all rights, interest and benefits derived from said ownership.
24. That the declaratory relief requested will 1. Confirm the Plaintiff's and Defendant's fifty percent ownership of BMLU through their respective company's, FNLDC and BBDE, and 2. Confirm the Plaintiff's claims and rights under the signed contracts with the defendant of certain property located in Utah known as the Braffits Mountain Property.
25. That Plaintiffs be granted full rights and participation in the Chapter 11 Bankruptcy proceeding presently pending in Utah with the assistance of a receiver if necessary.
26. That in addition to this relief that Plaintiffs be awarded all reasonable legal fees and costs incurred in the prosecution of this action

**AS AND FOR THE FOURTH CAUSE OF ACTION**

27. Plaintiff repeats and re alleges each and every allegation hereinabove as if fully set forth herein.
28. The parties entered into a series of contracts whereby the defendants, jointly and severally were to pay off a tax lien on the distressed property and in general administer the rights of all parties with respect to expenses, costs and disbursements in the appearance and representation of all parties in the United States Bankruptcy Court in The State of Utah. This was part of the Contract whereby FNLDC was to receive half ownership of the Bronx properties and half ownership of the Hudson Valley Resort Spa where the defendants received all sums called for in the contracts.
29. Instead the defendant Cohen diverted the funds due the Braffits, paid only a small percentage of the back tax and thereafter refused to take any action with respect to the proper representation of the parties in said proceeding.

30. That furthermore the defendant Cohen either alone or in concert with others conspired to convert the Properties in New York commonly known as 1030 Woodycrest Bronx, New York, 1535 Taylor, Bronx, New York and 828 Cortland, Bronx New York to his own use, and as such liquidated said properties.
31. Said liquidation was without authority in the Contract and violated the terms and conditions of said contract and the laws of the state of New York, and the United States of America.
32. As such the defendant Cohen and his corporations are guilty of unlawful conversion and have damaged the Plaintiffs in the amount of at least 3 million dollars plus 6 million in punitive damages.

**AS AND FOR THE FIFTH CAUSE OF ACTION**

33. Plaintiff repeats and realleges each and every allegation hereinabove as if fully set forth herein.
34. The defendants jointly and severally are guilty of Breach of Contract.
35. Plaintiff has been damaged in the amount of at least 15,000,000.00 representing one half of the expected profits of the Utah land.

**AS AND FOR THE SIXTH CAUSE OF ACTION**

36. Plaintiff repeats and realleges each and every allegation herein above as if fully set forth herein.
37. Thomas Williams is an Attorney duly admitted to practice law before the courts of New Jersey and New York and upon information and belief has a place of business located at 220 Franklin Turnpike, Mahwah, New Jersey, and at 16 Chestnut Street, Suffern, NY 10901.
38. In the Spring and summer of 2013 the defendant Williams acted as Attorney for defendant Cohen as well as for the Plaintiffs and their corporations.
39. That at the time Plaintiff Mayer along with one Inez Baron attended a meeting in April of 2013 with defendants Cohen and Williams. Mayer relied on the defendant William's advice and integrity as an Attorney in deciding whether to go forward with the transaction. That Defendants Zohar and Williams acting in concert advised the Plaintiff Mayer and subsequently Plaintiff Taubman that they were in control of Hudson Valley Resort and Spa

(HVRS) and that the Plaintiff's through FNLDC were 50% operating owners. In addition they supplied the Plaintiff with "spread sheets" showing the cash flow of HVRS and represented to them that upon receipt of \$225,000.00 they would be half owners of the Braffit's Mountain Property. As such they fraudulently induced Plaintiff's to pay the \$225,000.00.

40. That at the behest of Cohen, Williams at a meeting in April 2013 showed the Plaintiff Mayer and one Inez Baron various documents that purported to show the relative safety of their investment, including a chart that represented that income from HVRS property would be more than enough to sustain the money required to continue the investment in the Braffit's project. Defendant Cohen, in front of Williams showed Plaintiff Mayer and Inez Baron copies of checks in the name of the Cohen Trust Fund for the amounts of 3 million and 6 million dollars.
41. Defendant Cohen, in front of Williams, represented he would have the resources to complete the deal after the \$225,000. 00 was paid using his family's "Cohen Trust Fund", if any problems arose. That further, " Profit and Loss" statements purporting to show the bright prospects of the HVHS were sent to Plaintiffs Mayer and Taubman, and one Kinan Nimeh, to further induce Plaintiff Mayer to mortgage his home and invest the sums requested. These documents were fraudulent, as well as Cohen's purported wealth, and Williams Knew it.
42. Further, the actions of defendant Williams in advising Plaintiff's induced the plaintiff Mayer to pay this money. Thereafter Williams sent an e-mail confirming these misrepresentations.
43. After the transaction, Plaintiff Mayer hired his own attorney, Andrew L. Jaloza, Esq., who attempted to obtain the status of the entities that were represented by Cohen and Williams to be profitable and thereby securing the funds Mayer sent, but was unsuccessful.
44. It was later found out that plaintiffs Mayer and Taubman had been deceived and that the properties were not generating sufficient income. That as a result the defendants fraudulently induced Mayer to send additional monies which were in fact never used for the purpose intended. It is now believed the " Cohen Family Trust Fund " never existed.
45. That as a result of the foregoing defendant Williams, Esq., acting in concert and in conspiracy with Cohen, fraudulently induced the " investment" of Plaintiff's money.

46. As a result of the foregoing the defendant Williams, Esq., is guilty of misrepresentation and fraud and has damaged the Plaintiffs in the amount of 350,000.00 plus interests costs and Attorney fees.

**AS AND FOR A SEVENTH CAUSE OF ACTION**

47. Plaintiffs repeat, reiterate and re alleges the foregoing allegation as if fully stated herein.

48. Defendant Williams owed a duty to Plaintiffs of candor and truthfulness as well as a duty to properly investigate the facts he was asked to propound to the proposed investors. In failing to properly investigate and accurately report the true financial picture of the situation in order to allow the Plaintiffs to make a properly informed decision, the defendant Williams, Esq., is guilty of negligence and legal malpractice and has damaged the Plaintiffs in the amount of \$350,000.00 plus interest due and owing since April 13 2013.

**AS AND FOR AN EIGHTH CAUSE OF ACTION**

49. Plaintiff repeats, reiterates and re alleges the foregoing as if fully stated herein.

50. That Cohen acting in concert with Williams, fraudulently induced the Plaintiff Mayer to apply for and procure a mortgage on his own premises, in an amount in excess of \$224,000 which was represented by Cohen and Williams to be used as further investment in the above described transactions.

51. That in addition to the conduct alleged hereinabove Plaintiff Mayer was threatened with losing his investment to date unless he complied.

52. As a result of the foregoing, Plaintiff was damaged in the amount of \$224,000 plus all interest and penalties as a result therein.

**AS AND FOR A NINTH CAUSE OF ACTION**

53. Plaintiff repeats and realleges the foregoing allegations as if fully stated herein.

54. The defendant Zohar Cohen has over the past several years embarked on a scheme to defraud and embezzle a variety of persons and corporations, the plaintiffs have subsequently come to

know of three other investors who were swindled out of their investments in addition to the parties in this action.

55. That Defendant Cohen's actions, sustained and continuing, have now become a scheme designed as a continuing pattern of racketeering to deprive innocent people of their property and livelihood. In addition to Plaintiff's and RMG it is known he further induced one Harvey Weinstein to invest over 120,000.00 which was never returned or accounted for.
56. That the acts and occurrences that comprise this scheme have all been related to Real Property in this state and other states, in a pattern of fraudulent representations to people, companies and financial institutions.
57. That the damages alleged hereunder are but a part of the entire activity and as a result we request a forfeiture of all property rights that were obtained based upon this fraudulent enterprise.
58. As such it is requested that the Plaintiffs be awarded punitive damages in the amount of 15,000,000.00 plus interest.

#### AS AND FOR AN TENTH CAUSE OF ACTION

59. Plaintiff repeats, reiterates, and re alleges the foregoing as if fully stated herein.
60. Both defendants Cohen and Williams, Esq., have agreed and confirmed in writing and through plaintiffs Mayer's attorney , Andrew L. Jaloza, Esq., that upon the settlement of the Kennedy Funding, Inc. lien on the Braffits Mountain Property, that Cohen will "immediately" forward Plaintiff Mayer \$300,000.
61. Upon information and belief the Kennedy Funding, Inc. lien was settled some time in January of 2014. Defendant Cohen did not inform the Plaintiffs of the lien settlement nor did they forward the money to the Plaintiffs or to the Plaintiff's company FNLDC.
62. Defendants Cohen and Williams, Esq., continue not to communicate with the Plaintiffs stating that we are "minority members," and not entitled to information. Plaintiff's attorney Andrew L. Jaloza, Esq., has not been successful obtaining any information on the Plaintiffs investments from both defendants. That as a result the Plaintiff's herein have been "shut out" of the transactions for which they contracted and paid money for.

63. Plaintiffs demand immediate payment of \$300,000 now due and owing as per confirmed agreements.

**AS AND FOR A ELEVENTH CAUSE OF ACTION**

64. Plaintiff's repeat reiterate and reallege the foregoing allegations as if fully stated herein.
65. That at all times the defendant's Cohen Braffits Estates Development, LLC and Zohar Cohen were under a duty to protect and properly administer Plaintiff's rights in a Bankruptcy case Entitled Braffits Creek Estates , L.L.C. in a Chapter 11 Bankruptcy proceeding docketed in the United States bankruptcy Court, Nevada District under case number BK-S-12-19780.
66. That after obtaining the monies alleged above the defendants Cohen Braffits Estates and Zohar Cohen failed to Protect Plaintiff's rights in that proceeding which had to do with the administration under a chapter 11 plan which included the paying of Court and United States, Trustee fee, the payments it agreed to pay to Debtor's Counsel , the failure to submit operating reports as required by the Court and it's local rules, and failed to abide by the confirmation order and other orders of that Court.
67. Further, the Defendants have not established and funded a liquidation trust as required by Order of the bankruptcy Court.
68. These defaults are considered " material " to the confirmation proceeding and the defendants have failed to take the proper action to protect its investors, the plaintiffs in its stake in the properties presently held by the bankruptcy court.
69. As a result of the foregoing the defendants through their consistent failure to properly administer the Plan they themselves put forth and had confirmed have forced the United States Trustee to move that court to convert the chapter 11 filing to a Chapter 7, which has jeopardized the Plaintiff's ability to protect their interests in the Bankruptcy Court.
70. As a result of the Foregoing the Plaintiff seek a temporary and then a permanent injunction against the defendants Cohen Braffits Estates Development, LLC and Zohar Cohen from impeding or interfering with Plaintiff's actions in entering the United States Bankruptcy Court and asserting their rights and curing the defaults brought about by Zohar Cohen and Cohen Braffits Estates Development, LLC and furthermore in participating in and helping bring about the proper administration of the bankruptcy Estate.

71. That the plaintiffs be appointed as Receiver of the Entity known as Cohen Braffits Development Estate, LLC. with full rights to administer actions of the Company, or in the alternative to this court appoint a receiver to carry out these duties and to protect the Plaintiffs and their rights.

**WHEREFORE**, for the foregoing reasons, Plaintiff demands judgment against Defendants as follows:

- (i) A declaratory Judgment awarding Plaintiff's full rights in the Braffit Property.
- (ii) The recovery of 15,820,000.00 from the defendants Cohen and Cohen Braffits Estate Development, LLC., and such other related companies as may exist,
- (iii) The recovery of \$ 350,000.00 from the defendant Williams, along with compensatory damages with respect to the malpractice cause of action.
- (iv) Awarding Plaintiff costs, disbursements and attorneys' fees associated with this action,
- (v) That Plaintiffs be appointed Receiver for the Cohen Braffits Estates Development, LLC., and that the defendants be enjoined from any interference of Plaintiff's actions and duties in carrying out the proper administration of the defendant Cohen Braffits Estate Development, LLC.,
- (vi) Immediate payment of Kennedy Funding lien agreement of \$300,000.00, and
- (vii) Such other and further relief as the Court deems just and proper.

Dated: 8/15/15

By:   
Michael L. Previto  
Attorney of Law  
6 Lyndon Lane  
Centereach, New York 11720  
631-379-0837

To: Zohar Cohen  
a/k/a Zohar Abikzer  
a/k/a Zohar Abikzer Cohen  
29 Dolson Road  
Monsey, New York 10952

# **Exhibit G**

